

**Amendment Number 3**  
**to**  
**Contract Number DIR-SDD-1674**  
**between**  
**State of Texas, acting by and through the Department of Information Resources**  
**and**  
**Ricoh USA, Inc. as successor to Ricoh Americas Corporation**

This Amendment Number 3 to Contract Number DIR-SDD-1674 ("Contract") is between the Department of Information Resources ("DIR") and Ricoh USA, Inc. as successor to Ricoh Americas Corporation ("Vendor"). DIR and Vendor agree to modify the terms and conditions of the Contract as follows:

1. By this Amendment Number 3, Ricoh USA, Inc. expressly assumes all rights, obligations and liabilities, past, present, and future, under this Contract, and will hold DIR harmless from any claim by Ricoh Americas Corporation.
2. Ricoh USA, Inc. hereby represents to DIR that it owns the Contract and agrees to perform all duties and obligations to be performed by Vendor under the above-mentioned Contract to the same extent as if it had been an original party thereto. Ricoh USA, Inc. hereby represents to DIR that by the effective date of this amendment, that it is or will be registered as a Texas Vendor, with all necessary Texas taxpayer identification numbers with the Comptroller of Public Accounts and be in good standing with that office, and otherwise be authorized to do business with the State of Texas.
3. **Contract, Section 2, Term of Contract**, is hereby amended as follows:

DIR and Vendor hereby agree to extend the term of the Contract for one (1) year through June 9, 2014 or until terminated pursuant to the termination clauses contained in the Contract. Prior to expiration of the term, DIR and Vendor may extend the Contract, upon mutual agreement, for up to one (1) additional one-year term.

4. **Contract, Section 4, Pricing, G. Travel Expense Reimbursement**, is hereby restated in its entirety as follows:

**G. Travel Expense Reimbursement**

Pricing for services provided under this Contract are exclusive of any travel expenses that may be incurred in the performance of those services. Travel expense reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking and meals; provided, however, the amount of reimbursement by Customers shall not exceed the amounts authorized for state employees as adopted by each Customer; and provided, further, that all reimbursement rates shall not exceed the maximum rates established for state employees under the current State Travel Management Program (<http://www.window.state.tx.us/procurement/prog/stmp/>). Travel time may not be included as part of the amounts payable by Customer for any services rendered under

this Contract. The DIR administrative fee specified in Section 5 below is not applicable to travel expense reimbursement. Anticipated travel expenses must be pre-approved in writing by Customer.

5. **Contract, Section 5, DIR Administrative Fee, B)** is hereby restated in its entirety as follows:

**B)** All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor without further requirement for a formal contract amendment. Any change in the administrative fee shall be incorporated in the price to the Customer.

6. **Contract, Section 6, Notification,** is hereby restated in its entirety as follows:

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Robin Abbott  
Manager, Contract and Vendor Management  
Department of Information Resources  
300 West 15<sup>th</sup> Street, Suite 1300  
Austin, Texas 78701  
Phone: (512) 936-2233  
Facsimile: (512) 475-4759  
Email: [robin.abbott@dir.texas.gov](mailto:robin.abbott@dir.texas.gov)

If sent to the Vendor:

Liz Cobb  
Ricoh USA, Inc.  
70 Valley Stream Parkway  
Malvern, PA 19355  
Phone: (913) 254-3515  
Fax: (913) 273-1567  
[Liz.cobb@ricoh-usa.com](mailto:Liz.cobb@ricoh-usa.com)

7. **Appendix A. Standard Terms and Conditions For Product and Related Services Contracts,** is hereby restated in its entirety and replaced with the attached Appendix A. Standard Terms and Conditions For Product and Related Services Contracts dated **12/17/2012.**

All other terms and conditions of the Contract as amended, not specifically modified herein, shall remain in full force and effect. In the event of conflict among the provisions, the order of precedence shall be Amendment Number 3, Amendment Number 2, Amendment Number 1 and then the Contract.

**IN WITNESS WHEREOF**, the parties hereby execute this amendment to be effective as of the date of the last signature, but in all events, no later than June 9, 2013

**Ricoh USA, Inc.**

**Authorized By:** Signature on File

**Name:** Tom Brown

**Title:** VP Government & Higher Education

**Date:** 6/28/13

**The State of Texas, acting by and through the Department of Information Resources**

**Authorized By:** Signature on File

**Name:** Carl Marsh

**Title:** Chief Operating Officer

**Date:** 7/11/13

**Office of General Counsel:** initials 7-11-13